IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMARY SUIT NO.3598 OF 2002

Vaishali V. Doshi Plaintiff

versus

Cosmos Publicity and Display
and others Defendants

Mr.P.B.Kapadia for plaintiff.

None for defendants.

CORAM : S.C.DHARMADHIKARI, J.

DATE : 4th July 2005

PC :

1. Mr.Kapadia for the plaintiff states that as far as defendants 1, 3 and 5 are concerned, they have been duly served and service report filed on 7th March 2004 is on record. The service report together with joint affidavit of service dated 12th/16th March 2004 taken on record and marked "X" for identification. As far as defendants 2 and 4 are concerned, an advocate has filed his appearance and therefore, the Summons for Judgement being Summons for Judgement No.440 of 2003 was taken out which was duly served on the advocate appearing for defendants 2 and 4

(Advocate Rajesh Jethani). Affidavit proving service states that the said advocate has accepted service of Summons for Judgement by signing at the back of the duplicate copy thereof. Thus, service is complete in respect of all defendants. This affidavit is already taken on record by me on 20th June 2005 and the same be marked "X-1".

2. Mr.Kapadia states that original Bill of Exchange has been mis-placed by the plaintiff and he files an affidavit setting out this fact. The said affidavit taken on record and marked "X-2". As far as other documents namely original cheque which has been dishonoured along with copy of advocate’s notice is concerned, the same are tendered along with list. Said documents are taken on record and marked "X-3".

3. There is no defence to the claim in the summary suit which is on a Bill of Exchange. It is contended that the first defendant on receiving valuable consideration from the plaintiff delivered to the plaintiff an on demand Bill of Exchange. The said bill of exchange was presented to the second defendant for acceptance and it has been accepted by him. On the same day

a cheque of Rs.1.00 lakh was forwarded. On 19th May 2000 the bill was presented to defendant no.2 which has been dishonoured. As far as cheque is concerned, even that has been dishonoured. There is an advocate’s notice which remains uncomplied. First defendant is a partnership firm and defendants 2 to 5 are partners thereof. It has been pointed out as to how each one of them is responsible for the claim in the summary suit, and from perusal of the averments it is clear that it is not barred by limitation.

4. There is no defence to the claim. None appears for the defendants when the matter is called out. There will be a decree as prayed. Refund of court fee and computation of advocate’s costs as per rules.

(S.C.DHARMADHIKARI, J.)